DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
arbitration petition? (§	record of all Services ordered by the		of all Services ordered by Cavalier	
18.2)	other party under this Agreement		under this Agreement Cavalier	Verizon should not be required to
	Each party shall be the single point		shall be the single point of contact	train its personnel about Cavalier's
	of contact for its own Customers		for Cavalier Customers with regard	services (Smith Direct, page 16,
	with regard to all services, facilities		to all services, facilities or products	line 6)
	or products provided by the other		provided by Verizon to Cavalier	
	party directly to that party, and		and other services and products	Cavalier's "non-discrimination"
	other services and products which		which they wish to purchase from	language is far too vague for
	each party's Customers wish to		Cavalier or which they have	inclusion in an interconnection
	purchase from that party or which		purchased from Cavalier	agreement (Smith Direct, page
	they have purchased from that party		Communications by Cavalier	16, lines 20-22)
	Communications by each party's		Customers with regard to all	
	Customers with regard to all		services, facilities or products	Cavalier raises isolated instances
	services, facilities or products		provided by Verizon to Cavalier	that it claims occurred several
	provided by the other party to that		and other services and products	years ago and demonstrate why its
	party and other services and		which they wish to purchase from	proposed language is necessary
	products which each party's		Cavalier or which they have	But these isolated, unique cases -
	Customers wish to purchase from		purchased from Cavalier, shall be	even if they occurred as Cavalier
	that party or which they have		made to Cavalier, and not to	claims – do not support the
	purchased from that party, shall be		Verizon Cavalier shall instruct	inclusion of Cavalier's language
	made to that party, and not to the		Cavalier Customers that such	
	other party Each party shall		communications shall be directed	In any event, despite Cavalier's
	instruct its Customers that such		to Cavalier	decision not to inform Verizon of
	communications shall be directed to			these alleged problems at the time
	that party, and not to the other party		18.2.2 - Requests by Cavalier	they supposedly occurred, Verizon
			Customers for information about or	has taken steps to minimize the
	<b>18.2.2</b> - Requests by each party's		provision of products or services	occurrence of such incidents
	Customers for information about or		which they wish to purchase from	(Smith Rebuttal, page 11, lines 8-
	provision of products or services		Cavalier, requests by Cavalier	177)
	which they wish to purchase from		Customers to change, terminate, or	,
	that party, requests by that party's		obtain information about,	
	Customers to change, terminate, or		assistance in using, or repair or	
	obtain information about, assistance		maintenance of, products or	
	in using, or repair or maintenance		services which they have	
	of, products or services which they		purchased from Cavalier, and	
	have purchased from that party, and		inquiries by Cavalier Customers	
	inquiries by that party's Customers		concerning Cavalier's bills,	
	concerning that party's bills,		charges for Cavalier's products or	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
	charges for that party's products or		services, and, if the Cavalier	
	' services, and, if that party's		Customers receive dial tone line	
	Customers receive dial tone line		service from Cavalier, annoyance	
	service from that party, annoyance		calls, shall be made by the Cavalier	
	calls, shall be made by the that		Customers to Cavalier, and not to	
	party's Customers to that party, and		Verizon	
	not to the other party			
			18.2.3 - Cavalier and Verizon will	
	18.2.3 - Cavalier and Verizon will		employ the following procedures	
	employ the following procedures for		for handling misdirected repair	
	handling misdirected calls		calls	
	18.2.3.1 - Cavalier and Verizon will		18.2.3.1 - Cavalier and Verizon	
	educate their respective Customers		will educate their respective	
	as to the correct telephone numbers		Customers as to the correct	
	to call in order to access their		telephone numbers to call in order	
	respective repair bureaus		to access their respective repair	
			bureaus	
	18.2.3.2 - To the extent Party A is			
	identifiable as the correct provider		18.2.3.2 - To the extent Party A is	
	of service to Customers that make		identifiable as the correct provider	
	misdirected repair calls to Party B,		of service to Customers that make	
	Party B will immediately refer the		misdirected repair calls to Party B,	
	Customers to the telephone number		Party B will immediately refer the	
	provided by Party A, or to an		Customers to the telephone number	
	information source that can provide		provided by Party A, or to an	
	the telephone number of Party A, in		information source that can	
	a courteous manner and at no		provide the telephone number of	
	charge In responding to		Party A, in a courteous manner and	
	misdirected repair calls, neither		at no charge In responding to	
	Party shall make disparaging		misdirected repair calls, neither	
	remarks about the other Party, its		Party shall make disparaging	
	services, rates, or service quality		remarks about the other Party, its	
			services, rates, or service quality	
	18.2.3.3 - Cavalier and Verizon will			
	provide their respective repair		18.2.3.3 - Cavalier and Verizon	
	contact numbers to one another on a		will provide their respective repair	
	reciprocal basis		contact numbers to one another on	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
			a recipiocal basis	<del></del>
	18.2.3.4 - If either party receives or			
	responds to an inquiry from a		18.2.4 - In addition to section	
	Customer of the other party, or a		18 2 3 addressing misdirected	
	prospective Customer of the other		repair calls, the Party receiving	
	party, then the party receiving that		other types of misdirected inquiries	
	inquiry shall (i) provide mutually		from the other Party's Customer	
	agreed referrals to that Customer or		shall not in any way disparage the	
	prospective Customer, who inquires		other Party	
	about the other party's products or		}	
	services, (ii) not disparage or			
	discriminate against the other party		i l	
	or its products or services, and (iii)			
	not provide information about its			
	own products or services during that			
	same inquiry or Customer contact			
	unless such information is			
	specifically requested by the			
	Customer			
	18.2.5 - Each party shall provide			
	adequate training, and impose			
	sufficiently strict codes of conduct		i	
	or standards of conduct, for all of its			
	employees and contractors to			
	engage in appropriate professional			
	conduct in any contact with the			
	other party's customers Each party			
	shall investigate all reports from the			
	other party of any material		1	
	violations of such standards of		1	
	conduct and provide a written report			
	to the other party describing in			
	detail (a) the findings of such			
	investigation, and (b) the remedial			
	or disciplinary action taken in			
	response to any improper conduct		\	
	identified by the investigating party			

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIGON DATIONALE
DIST OF LED TOST LIST	CAVALIER PROPOSED  CONTRACT LANGUAGE	CAVALIER RATIONALE	i l	VERIZON RATIONALE
	For purposes of this section 18 2 5,		CONTRACT LANGUAGE	<del></del>
	'appropriate professional conduct'			
	shall be deemed to be conduct that			
	is in accordance with sections 18.2			
	1			
	of this Agreement, as well as all	!		
	applicable industry standards For			
	purposes of this section 18 2, the		;	
	offering of free or discounted			
	classified (Yellow Pages) listings by			
	Verizon or a Verizon affiliate to an			
Ì	existing or prospective Customer of			
	Cavalier, in exchange for a winback		]	
	of an existing Cavalier Customer or			
	the cancellation of a prospective			
	Cavalier Customer's order to			
	Cavalier for service, shall be			
	deemed not to constitute			
	"appropriate professional conduct"			
	and to be a violation of this section			
	18 2			
	10.2 ( 1/ 1 ) ( 10.2 )			
	<b>18.2.6</b> - Violation of sections 18 2 1,			
	18 2 4, or 18 2 5 of this Agreement			
	shall entitle the non-offending party			
	to immediate payment of one			
	thousand dollars (\$1,000 00) in			
	liquidated damages per occurrence,	:		
	per subscriber More than ten (10)			
	violations of this provision within a			
	single month by either party shall			
	entitle the non-offending party to			
	immediate payment of an additional			
	amount of ten thousand dollars			
	(\$10,000 00) in liquidated damages			
	per month, above and beyond any			
	other amounts of liquidated			
	damages that apply under this			
	provision More than twenty-five			

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	(25) violations of this provision	<u> </u>	CONTRACT LANGUAGE	·
	within a single month by either			
	party shall entitle the non-offending		i	
	party to immediate payment of an			
	additional amount of fifty thousand	1	į	
	dollars (\$50,000 00) in liquidated		,	
	damages per month, above and			
	beyond any other amounts of			
	liquidated damages that apply under		) [	
	this provision			
			į	
	18.2.7 - Upon the first occurrence of			
	any particular type of allegedly		ŀ	
	improper conduct reported by one			
	party to the other, and confirmation			
1	through investigation or any			
	informal or formal complaint			
	proceeding that any improper			
	conduct did occur, the non-			
	offending party shall not be entitled			
	to liquidated damages pursuant to			
	section 18 2 6 of this Agreement if			
	the investigating party certifies in			
	good faith to the non-offending			
	party that it has (a) promptly			
	investigated any report of alleged			
	wrongdoing, and (b) taken prompt,			
	reasonable, and appropriate			
	remedial or disciplinary action in			
	response to any improper conduct			
	identified by the investigating party			
	18.2.8 - The provisions of section			
	18 2 of this Agreement shall not be			
	construed to preclude either party			
	from seeking relief in any forum of			
	competent jurisdiction, except that			
	each party shall be barred from		İ	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
Diet e l'ED logeEs	CAVALIER PROFUSED  CONTRACT LANGUAGE	CAVALILICIATIONALE	CONTRACT LANGUAGE	VERIZOVRATIONALE
	seeking relief in any forum of		CONTRACT LANGUAGE	
	competent jurisdiction in response		; 1	
1	to the first occurrence of any			
i				:
	particular type of allegedly improper conduct reported by one			
				1
	party to the other, if the alleged			
	violation is confirmed through			
	investigation and the investigating			
	party certifies in good faith to the			
	non-offending party that it has (a)			
	promptly investigated any report of			
	alleged wrongdoing, and (b) taken			
	prompt, reasonable, and appropriate			
	remedial or disciplinary action in			
	response to any improper conduct			
	identified by the investigating party			
	Any relief available in any forum of			
	competent jurisdiction shall be in			
	addition to, and not in place of, any			
	liquidated damages or other relief			
	available or afforded to a non-			
	offending party under section 18 2			
	of this Agreement			
Issue C18: Should a	19.1.6.1 - Verizon's liability to	Cavalier believes that an	19.1.3 - Cavalier shall provide	Although it has no obligation to do
credit apply for Verizon	Cavalier in the event of a Verizon	adequate compensation	Verizon with daily listing	so, Verizon has agreed to
pre-production errors,	error in or omission of a listing shall	mechanism is needed to address	information on all new Cavalier	compensate Cavalier for omissions
should remedies be	be the same as Verizon's liability to	the problem of directory errors	Customers in the format required	or service-affecting errors in its
aligned between CLEC	its own end user Customers for such		by Verizon or a mutually-agreed	customers' directory listings
and Verizon retail	errors in or omissions of listings, as		upon industry standard format, at	Verizon proposes that its liability
customers, and should	specified in Verizon's VSCC Tariff		no charge The information shall	to Cavalier under these
appropriate provisions	No 201, Section 1 E 3, provided,		include the Customer's name,	circumstances be comparable to
govern Yellow Pages	however, that Verizon agrees to		address, telephone number, the	Verizon's liability to its own
contacts and errors? (§	release, defend, hold harmless and		delivery address and number of	customers, it has offered Cavalier a
19.1.6)	ındemnıfy Cavalier from and		directories to be delivered, and, in	50% credit on the monthly UNE
	against any and all claims, losses,		the case of a business listing, the	loop rate where Cavalier serves a
	damages, suits, or other actions, or		primary business heading under	customer with a loop or entirely
	any liability whatsoever (hereinafter		which the business Customer	over its own facilities and a 50%
	for purposes of this section,		desires to be placed, and any other	credit on the resale charges for dial

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	"Claims"), suffered, made,		information necessary for the	tone line and fixed usage services
	instituted, or asserted by any person		publication and delivery of	where Cavalier serves a customer
	arising out of Verizon's listing of		directories Cavalier will also	with resold services (Toothman –
	the listing information provided by		provide Verizon with daily listing	Spencer Direct, page 5, lines 6-
	Cavalier if such Claims are the		information showing Customers	(13)
	proximate result of Verizon's gross		that have disconnected or	
	negligence or willful misconduct,		terminated their service with	Cavalier incorrectly describes how
	provided further that the foregoing		Cavalier Verizon will promptly	Verizon credits its own customers
	indemnification shall apply only if		provide Cavalier with confirmation	and bases its proposed language
	and, to the extent that, Cavalier's		of listing order activity, either	(19 1 6) on a flawed methodology
	tariffs and Customer contracts		through a verification report or a	(Toothman-Spencer Direct, page 4,
	contain limitation of liability		query on any listing which was not	line 24 to page 5, line 3)
	provisions which, in the event of a		acceptable	Although Cavalier claims it seeks
	Verizon or Cavalier error in or			parity with Verizon customers,
	omission of a directory listing, are		19.1.5 - Both Parties shall use	Cavalier relies on at least the
	the same in relevant substance as		commercially reasonable efforts to	following four incorrect
	those contained in Verizon's tariffs,		ensure the accurate listing of	assumptions that would provide it
	and Cavalier has complied with the		Cavalier Customer listings At	higher credits than Verizon retail
	provisions of Section 24 3 of this		Cavalier's request, Verizon shall	customers receive (1) all Verizon
	Agreement		provide Cavalier with a report of	retail customers subscribe to flat-
			all Cavalier Customer listings	rated usage service (with higher
	<b>19.1.6.2</b> - The following procedures		normally no more than ninety (90)	fixed monthly charges), (2) all
	will apply to the calculation and		days and no less than thirty (30)	Verizon retail customers in
	administration of Verizon's liability		days prior to the service order	Virginia are located in Rate
	for directory errors and omissions		close date for the applicable	Groups 7 and 8 (which have higher
	under Section 19 1 6 1		directory Verizon will process	fixed monthly charges), (3)
			any corrections made by Cavalier	Verizon credits customers the
	(a) Within ninety (90) days of the		with respect to its listings,	maximum amount under the tariff
	conclusion of the distribution of		provided such corrections are	for any error, no matter how minor
	a directory, Cavaliei will		received prior to the close date of	or immaterial, and (4) business
	submit a report to Verizon of		the particular directory Verizon	customers in Northern Virginia pay
	all errors in that directory that		will provide appropriate advance	\$42 18 for fixed local usage
	Cavalier believes are		notice of applicable close dates	packages (Toothman-Spencer
	attributable to a Verizon error			Rebuttal, page 8, line 19 to page 9,
	Within thirty (30) days of that		19.1.6 - As further detailed below,	line 22)
	date, Verizon will issue a report		Verizon's liability to Cavalier in	
	confirming the Cavalier		the event of a Verizon error in or	Cavaliei's other proposals are
	findings Discrepancies will be		omission of a listing shall be	unreasonable and unnecessary,

# CC DOCKET NO. 02-359 CAVALIER V. VERIZON FOINT DECISION POINT LIST

(ONTIRACT LANCIGLOE) CONTIRACT LANCIGLOE CONTIRACT LANCIGLOE  (In moderness peculied in the count of the control of the contro	(9) Jun '5 abrd of 02 and '4	Yellow Pages directory or was		000£\$	
resolved presented in the further thankers and depleted hearest of missions, morrect adverses, and controlled particles and according to the format and according to the following accorded to the format and according to the following accorded to the format and according to the following accorded to the format and according to the following accorded to the format and according to the following according to the f					
(contribution) to Contribution procedures specified in Ecologo the Case of the		· ·		1 -	
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resolved pursuant of the dispute testing and before the common interests of the compensate of the common control of the common to the compensate of the common control of the				· · · · · · · · · · · · · · · · · · ·	
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resolved present of the dispute resolution proceedings and some of the common inferests and severed by any person around to the following and disputations; lording but not finding in the following and disputations; lording the following and disputations; lording and the following and disputations; lording and and chapters of the series and common of shall apply only if the following and disputations; lording and contract names, and the following and disputations; lording and and chapters of the series and contract names, and the following and disputations in the following and disputations in the following and disputations are series and series and and series and		1		-	
resolved pursuant to the datapute resolution procedures specified and evaluate to the common inferests resolution procedures specified and evaluation procedures specified and evaluation procedures specified by a provided plantage, sure;  (b) For all directory listing errors and evaluation provided by cavelation provided by the common substances in contract plantage, sure;  (c) For all directory listing errors and evaluation provided by cavelation and Evaluation and Evaluat					1
resolved pursuant to the dispute to processes, damages, suits, and contracted the months of the tashould be to Verson and desert of the tearse, defend, and the different and the contract of the tearse, defend, and the different					
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resolved pursant to the dispute to make and indentally and before the common interests of the section 2 billings, provided, however, that and industries and indentally and to be a distributable to Vertizon 8 bill and including but not limited to a distributable to Vertizon 8 bill and including but not limited to a distributable to Vertizon 8 bill and before and indentally and to be a distributable to Vertizon 8 bill and including but not limited to a distributable to Vertizon 8 bill and including but not limited to a distributable to Vertizon 8 bill and including but not limited to a distributable to Vertizon 8 billion 1 billion					
CONTRACT LANCUAGE   Comparable to Vertzon's lability   Contract common interests   Contract common procedures specified   Contract common procedures   Contract common proced		•			ì
resolved pursuant of the dispute to manage and product the dispute to the dispute		1			
resolved pureant to the dispute testored by comparable to vertice the common interests testored present to the dispute testored procedures specified and section 28 11 according to form and deginers any and the dispute testored by on found to be an including but not limited to an instance, incorrect addresses, an incorrect addresses, an including but not limited to an instance, incorrect addresses, an incorrect addresses, and duplicate intenses, incorrect addresses, and addresses to this section, "Claims")  A purpose of the common intenses in the process of the way the section of the following and deginers any and duplicate latings, Vertizon and compared the process of the way the section of the following and the process of the common provided by Cavalier to the following and the process of the compared that the foregoing in the following the control of the following and the compared that the foregoing in the following and the compared that the foregoing in the following the control of the following the control of the following and the control of the following the				1-14	
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resolved pursuant to the dispute resolution procedures specified resolution resolution procedures specified resolution resol					
resolved pursuant to the dispute to be founding but not limited to oministions, incorrect addresses, monrect listings, ventson and duplicate listings, Ventson and duplicate listings, Ventson and addresses, listings, ventson and undernative, or and undernative, or and underly categorized listings, ventson and underly categorized listings and ventson and underly categorized listings.	The state of the s				
resolved pursuant to the dispute resolution procedures specified by any person alreading but not immered improperly categorized listings, incorrect captions, incorrec					
resolved pursuant to the dispute tesolution procedures specified in Section 28 11  (b) For all directory listing errors incorrect phone numbers, incorrect addresses, the numbers, incorrect captions, incorre					
resolved pursuant to the dispute resolution procedures specified and section 28 11  (b) For all directory listing entors aftributable to Verizon, incorrect addresses, monrect addresses, sincorrect sincorrect addresses, sincorrect sincorrect addresses, sincorrect s					İ
CONTRACT LANGUAGE  resolved pursuant to the dispute resolution procedures specified in Section 28 11  (b) For all directory listing errors attributable to Verizon, mumbers, incorrect phone omissions, incorrect phone mumbers, incorrect addresses, a month of the dispute to mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a mumbers, incorrect addresses, and material for a material for a mumbers, incorrect addresses, and material for a mumbers, or any liability and every one mumbers, incorrect addresses, and every one activity and every one activity of each and every one and every one activity of each and every one activity and every one activity of each and every one activity of each and every one activity of each and every one activity of each and every one activity of each and every one activity of each and every one each and every one activity of each and every one each and eve					1
CONTRACT LANGUAGE  Comparable to Verizon's liability resolved pursuant to the dispute resolution procedures specified resolution procedures resolutions of Toothmun-Specified resolutions resolution resolution procedures resolutions resolution resolution resolution resolutions resolution resol	· ·			•	
CONTRACT LANGUAGE  Comparable to Verizon's liability resolution procedures specified and to be afternorm from and against any and afternorm from limited to recoluting but not limited to recoluting but not limited to recoluting but not limited to recoluting but not limited to recoluting but not limited to recoluting but not limited to recoluting but not limited to recommend all controls and recommend and against any and recommend all claims, losses, damages, suits, recommend to recommend and recommend					
CONTRACT LANGUAGE  comparable to Verizon's liability resolved pursuant to the dispute resolution procedures specified in Section 28 11  comparable to Verizon as liability resolution procedures specified in Section 28 11  bisings, provided, however, that recepted by or found to be accepted by or found to be attributable to Verizon,  comparable to Verizon and Cavalier in hold harmless and indemnify hold harmless and indemnify  Cavalier from and against any and  Cavalier from and against any and  Cavalier from and against any and  contracted.	For example, Cavaliet proposes in	all claims, losses, damages, suits,			
CONTRACT LANGUAGE  comparable to Verizon's liability resolved pursuant to the dispute resolution procedures specified in Section 28 11 liabings, provided, however, that to its own end user Customers for working together to ensure listings are as accurate as possible working errors  Acrizon agrees to release, defend, accepted by or found to be hold harmless and indemnify lines 11-15)					
CONTRACT LANGUAGE  Comparable to Verizon's liability resolution procedures specified in Section 28 11 listings, provided, however, that  (b) For all directory listing errors  (c) For all directory listing errors  CONTRACT LANGUAGE  Comparable to Verizon's liability in Section 28 11 listings, provided, however, that listings errors  CONTRACT LANGUAGE  (d) For all directory listing errors  CONTRACT LANGUAGE  April of Continuin-Spencer Direct, page 2.  Verizon agrees to release, defend,  (a) For all directory listing errors  (b) For all directory listing errors  (c) For all directory listing errors  (d) For all directory listing errors  (e) For all directory listing errors  (e) For all directory listing errors  (f) For all directory Directory Direct, page 2.	(51-11 səun				1
CONTRACT LANGUAGE  CONTRACT LANGUAGE  Comparable to Verizon's liability resolution procedures specified in Section 28 11  CONTRACT LANGUAGE  CONTRACT LANGUAGE  Instings, provided, however, that in section 28 11  Instings, provided, however, that is as accurate as possible are as accurate as possible instings	(Toothman-Spencer Du ect, page 2.				į
contract to the contract of the comparable to comparable to vertex for the common inferests for the common to the					
tesolution procedures specified  contract Language common inferests  contract Customers for common inferests  contract Language common inferests  contract Customers for of Verizon and Cavalier in  contract Language  contract Customers for of Verizon and Cavalier in	working together to ensure listings			in Section 28 11	
CONTRACT LANGUAGE CONTRACT LANGUAGE	of Verizon and Cavalier in	to its own end user Customers for			
	they ignore the common interests	comparable to Vertzon's liability		resolved pursuant to the dispute	
DISECLED ISSUES CAVALIER PROPOSED CAVALIER RATIONALE VERIZON PROPOSED VERIZON RATIONALE		CONTRACT LANGUAGE		CONTRACT LANGUAGE	
	VERIZON RATIONALE	AEBIZON BBOBOSED	CAVALIER RATIONALE	CAVALIER PROPOSED	. DISBULED ISSUES

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
			published with a service affecting	
	If Verizon or an affiliate of Verizon,		error in Veilzon's White Pages	Cavalier wants to shift all of the
	through its own action of through		and/or Yellow Pages directory,	responsibility to Verizon – by,
	action taken pursuant to		Verizon shall provide Cavalier a	tying Verizon's financial liability
	communication with a Cavallet		credit of fifty (50) percent of the	to a poorly defined duty to produce
	Customer initiated by Verizon or its		applicable monthly Loop rate	ALI codes and "other information"
	affiliate, causes an error in a		during the life of the affected	(19 1 3) imposing conditions upon
	classified (Yellow Pages) listing for		Verizon published White Pages	contacts with yellow page
	which Cavalier would otherwise		and/or Yellow Pages directory	customers (19 1 6 2(c) - while at
	have had sole responsibility to		For a Cavalier Customer served	the same time it wants to divest
	originate or with respect to which		with Verizon Resold Services and	itself of any role in verifying its
	Cavalier would otherwise have had		whose non-chargeable directory	own customers' listings
	sole responsibility for submitting		listing was either omitted from	(Toothman-Spencer Duect, page 4,
	appropriate information to flow		Verizon's published White Pages	lines 4-6, page 11, line 16, page
	through to a free classified (Yellow		and/or Yellow Pages directory or	12, line 1, 7-11)
	Pages) listing, then Verizon will		was published with a service	
	provide to Cavalier a written		affecting error in Verizon's White	Cavalier also seeks to include an
	notification of any subsequent		Pages and/or Yellow Pages	unnecessary provision that would
	contact that Verizon or Verizon		directory, Verizon would provide	require the parties to agree to
	Directory personnel may have with		Cavalier a credit of fifty (50)	negotiate direct, unmediated access
	that customer and the nature of that		percent of the applicable monthly	to Verizon's directory databases
	contact, and Verizon will take		wholesale rates ( $ie$ , the applicable	(Toothman-Spencer Direct, page
	appropriate remedial action to		monthly retail rates after	12, line 22 to page 13, line 1)
	correct any such error and to		subtracting the applicable avoided	
	compensate Cavalier as may be		cost discounts) for the dial tone	
	appropriate under the		line and the fixed local usage	
	circumstances		service resold to the Cavalier	
			Customer during the life of the	
			affected Verizon published White	
			Pages and/or Yellow Pages	
			directory The Parties agree to	
			determine whether a listing for a	
			Cavalier Customer was omitted	
			from Verizon's published directory	
			or published with an error (which	
			may or may not be service	
			affecting) by comparing the	
			relevant Verizon directory to the	

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
			relevant Listing Verification Report provided by Verizon in accordance with Section 19 1 5 and any corrections thereto submitted by Cavalier to Verizon in a timely manner (i e, prior to the Closing Date for the relevant Verizon directory)  19.1.8 – No proposed language.	
Issue C19: Should a new process be used to reclassify and end offices into different density cells for UNE pricing purposes, as proposed in Cavalier's Virginia arbitration petition, and specifically, should the Bethia end office be reclassified into density cell one or two? (§ 20.3)	RESOLVED	RESOLVED	RESOLVED	RESOLVED
Issue C21: Should the agreement allow for a unilateral Verizon demand for deposits and advance payments? (§ 20.6)	20.6 – Cavalier proposes the deletion of § 20 6 in its entirety	Cavalier does not believe that Verizon should be granted the unilateral right to demand crippling amounts of deposits or advance payments from Cavalier	20.6. Upon request by Verizon, Cavalier shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder Assurance of payment of charges may be requested by Verizon if Cavalier (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) prior to the Effective Date, has failed to	Verizon's assurance of payment language permits Verizon to obtain adequate assurance of payment in the event that a CLEC becomes financially unstable or unable to make payment (Smith Direct, page 19, lines 9-11) Cavalier has deleted Verizon's language in its entirety (Smith Direct, page 19, line 15)  The limited protection afforded to Verizon by this language is similar to that provided by the security

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
			timely pay a bill (in respect of	payments Verizon may require of
			amounts not subject to a bona fide	its own end users under its retail
			dispute) rendered to Cavalier by	tariffs, and the insurance Verizon
			Verizon or its Affiliates, (c) on or	requires from its vendors (Smith
			after the Effective Date, fails to	Direct, page 19. lines 11-14)
			timely pay a bill (in respect of	,
			amounts not subject to a bona fide	The Bureau has rejected the idea
			dispute) rendered to Cavalier by	that Verizon is not entitled to any
			Verizon or its Affiliates, or (d)	assurance of payment protection in
			admits its inability to pay its debts	the Virginia Arbitration Order
			as such debts become due, has	(Smith Direct, page 21, lines 11-
			commenced a voluntary case (or	(13)
			has had a case commenced against	,
			it) under the U.S. Bankruptcy Code	Verizon's proposed contract
		ļ	or any other law relating to	language does not create an
			bankruptcy, insolvency.	advance payment obligation On
			reorganization, winding-up,	the contrary, Verizon can only
			composition or adjustment of debts	draw on this money well after
			or the like, has made an	Cavalier has refused to pay its bills
			assignment for the benefit of	(Smith Rebuttal, page 12, lines 8-
			creditors or is subject to a	18)
			receivership or similar proceeding	,
			Unless otherwise agreed by the	If Cavalier can be driven into
		1	Parties, the assurance of payment	bankruptcy by simply being forced
		1	shall consist of an unconditional,	to make certain of its payments at
	1		irrevocable standby letter of credit	the beginning of the month, rather
			naming Verizon as the beneficiary	than the end of the month, then it
			thereof and otherwise in form and	has financial problems that actually
		i	substance satisfactory to Verizon	demonstrate why Verizon needs
			from a financial institution	such protection against the risk of
			acceptable to Verizon, in either	Cavalier bankruptcy (Smith
			case in an amount equal to two (2)	Rebuttal, page 13, lines 15-18)
			months anticipated charges	
			(including, without limitation, both	Although the letter-of-credit
			recurring and non-recurring	provisions are triggered when
			charges), as reasonably determined	Cavalier fails to timely pay a bill,
			by Verizon, for the services,	the letter of credit is not triggered
			facilities or arrangements to be	in the cases of bona fide disputes

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE	CAVACIER RATIONALL	CONTRACT LANGUAGE	VERIZON RATIONALE
	99,110,101,101,100,102		provided by Verizon to Cavalier in	Similarly, although the advance-
			connection with this Agreement	payment provisions are triggered if
]			Verizon may (but is not obligated	Cavalier misses two bill payments
			to) draw on the letter of credit	in 60 days, this does not apply if
			upon notice to Cavalier in respect	the missed payments are subject to
			of any amounts billed hereunder	bona fide disputes (Smith
			that are not paid within thirty (30)	Rebuttal, page 14, line 25 to page
İ			days of the date of the applicable	15, line 4)
			statement of charges prepared by	( 15, tine 4)
1			Verizon If Cavalier fails to timely	By including an assurance of
			pay (x) two (2) or more bills (in	payment provision in the contract,
			respect of amounts not subject to a	Verizon is not trying to drive
			bona fide dispute) that Verizon	Cavalier out of business – Section
			renders at any time during any	20 6 does not even apply as long as
			sixty (60) day period or (y) three	Cavalier pays its bills (Smith
			(3) or more bills (in respect of	Rebuttal, page 15, lines 12-13)
			amounts not subject to a bona fide	Rebuildi, page 15, and 12-15)
			dispute) that Verizon renders at	
			any time during any one hundred	
1			eighty (180) day period, Verizon	
			may, at its option, demand (and	
			Cavalier shall provide for the	
			remainder of the term of this	
			Agreement, including, without	
			limitation, during any extensions	
			of the term) additional assurance of	
			payment, consisting of monthly	
			advanced payments of estimated	
			charges as reasonably determined	
			by Verizon, with appropriate true-	
			up against actual billed charges no	
			more frequently than once per	
ł			calendar quarter, provided,	
			however, that Cavalier shall not be	
			required to provide the foregoing	
1			additional assurance of payment if	
			the total amount of the unpaid bills	
			represents less than five percent	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE	CATALLER RELIES WEEK	CONTRACT LANGUAGE	V DIGEON KATIONAGE
	CO TRACT EMPORAGE		(5%) of the total amount of	
į.			Verizon's bills rendered to	<u> </u>
į			Cavalier hereunder during the	
			relevant period that are not subject	
			to a bona fide dispute. The fact	
			that a letter of credit or other	
			security is requested by Verizon	
			hereunder shall in no way relieve	
			Cavalier from compliance with	ł
i			Verizon's regulations as to	
			advance payments and payment for	
			service, nor constitute a waiver or	
			modification of the terms herein	
			pertaining to the discontinuance of	
			service for nonpayment of any	,
1			sums due to Verizon for the	
			services, facilities or arrangements rendered	į
			rengered	
Issue C24: Should an	22.4 - If either Party defaults in the	In the event of payment dispute,	22.4 - If either Party defaults in the	Verizon's proposed language is
embargo or termination	payment of any amount due	Verizon should not have the	payment of any amount due	reasonable and would allow
of services require prior	hereunder, except for amounts	unilateral right to force notice to	hereunder, except for amounts	Verizon to terminate or suspend
Commission approval, as	subject to a bona fide dispute	Cavalier's customers that	subject to a bona fide dispute	service to Cavalier upon 25 days
proposed in Cavalier's	pursuant to Section 28 9 hereof with	Cavalier may exit the market, if	pursuant to Section 28 9 hereof	written notice to Cavalier and the
Virginia arbitration	respect to which the disputing Party	that is not Cavalier's intention	with respect to which the disputing	appropriate regulatory body, but
petition? (§ 22.4)	has complied with the requirements	Existing SCC regulations require	Party has complied with the	only after Verizon provides
	of Section 28 9 in its entirety or if	Cavalier to provide such notice	requirements of Section 28 9 in its	Cavalier notice of the default and
	either Party materially violates any	to its customers, if Verizon	entirety or if either Party materially	60 days to cure (Smith Direct at
	other material provision of this	provides notice to Cavalier of an	violates any other material	page 22, lines 11-15)
	Agreement, and such default or	intended discontinuance of	provision of this Agreement, and	page 22, mice 17 10)
	violation shall continue for sixty	service Cavalier believes that	such default or violation shall	Contrary to Cavalier's stated
	(60) days after written notice	the interconnection agreement	continue for sixty (60) days after	rationale, Verizon's language does
	thereof, the other Party may	should remove this imbalance by	written notice thereof, the other	not address notice to a defaulting
	terminate this Agreement of	requiring prior SCC approval	Party may terminate this	party's customers, this is governed
	suspend the provision of any or all	before either party provides	Agreement or suspend the	by Virginia SCC rules (Smuth
	services provided under this	notice of discontinuance	provision of any or all services	Direct, page 26, lines 13-16)

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
' I	CONTRACT LANGUAGE	5.1., , =	CONTRACT LANGUAGE	
	Agreement by (a) providing written		hereunder by providing written	
	notice to the defaulting Party and		notice to the defaulting Party At	Cavalter's language would require
	(b) obtaining the permission of the		least twenty-five (25) days prior to	Verizon to get an order from the
	Commission, or, if the Commission		the effective date of such	Virginia SCC or the Commission
	will not act, the permission of the		ternunation or suspension, the	before Verizon could terminate
	FCC At least twenty-five (25) days		other Party must provide the	Cavaliei for non-payment (Smith
	prior to the effective date of such		defaulting Party and the	Direct, page 24, lines 5-10) This
	termination or suspension, the other		appropriate federal and/or state	language goes beyond what the
	Party must provide the defaulting		regulatory bodies with written	law requires and would require
	Party and the appropriate federal		notice of its intention to terminate	Verizon to continue providing
	and/or state regulatory bodies with		the Agreement or suspend service	service to Cavalier long after
	written notice of its intention to		if the default is not cured Notice	Cavalier has stopped paying for it
	terminate the Agreement or suspend		shall be posted by overnight mail,	(Smith Direct, page 25, lines 5-9)
	service if the default is not cured		return receipt requested If the	
	Notice shall be posted by overnight		defaulting Party cures the default	Moreover, Cavalier has the ability
	mail, return receipt requested If the		or violation within the sixty (60)	to initiate a proceeding to block the
	defaulting Party cures the default or		day period, the other Party shall	service embargo (Smith Rebuttal,
	violation within the sixty (60) day		not terminate the Agreement or	page 116, lines 7-9)
	period, the other Party shall not		suspend service provided	
	terminate the Agreement or suspend		hereunder but shall be entitled to	Cavalier admits that the
	service provided hereunder but shall		recover all reasonable costs, if any,	discontinuance notices that it once
	be entitled to recover all reasonable		incurred by it in connection with	sent to its customers are not
	costs, if any, incurred by it in		the default or violation, including,	Verizon's fault, but are required by
	connection with the default or		without limitation, costs incurred	the Virginia SCC If Cavalier
	violation, including, without		to prepare for the termination of	dislikes the Virginia SCC's rules,
	limitation, costs incurred to prepare		the Agreement or the suspension of	it should protest to the Virginia
	for the termination of the		service provided hereunder	SCC, rather than asking the Bureau
	Agreement or the suspension of			to compel Verizon to continue
	service provided hereunder For the			providing service to delinquent
	avoidance of any doubt, and			customers (Smith Rebuttal, page
	notwithstanding any other provision			16, lines 10-14)
	of this Agreement or any right			
	conferred by Applicable Law,			
	neither party may terminate service			
	or refuse to provide additional			
	services under this Agreement			
	except in accordance with an order			
	of the Commission or the FCC,		<u> </u>	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
Issue C25: Should the agreement include a new section 25.5.7: "for legally cognizable damages claimed as a result of either party's violation of state or federal law governing the provision of telecommunications services or commerce more generally, or as a result of either party's violation of any state or federal regulations governing telecommunications or commerce more generally?" (§ 25.5.7)	entered after a proceeding in which the party whose services were to be affected has had a full and fair opportunity to present its position on any material matters in dispute between the parties  25.5.7 - for legally cognizable damages claimed as a result of either party's alleged violation of state or federal law governing the provision of telecommunications services or commerce more generally, or as a result of either party's alleged violation of any state or federal regulation governing telecommunications or commerce more generally	Cavalier believes that damages otherwise available for violation of the laws regulating commerce and communications should not be contracted away at Verizon's insistence	25.5.7 - for a claim of defamation, 25.5.8 - for a claim of misleading or inaccurate advertising, or 25.5.9 - for a claim of violation of antitiust laws (including a claim for trebled or multiple damages under such antitrust laws).	The parties agree that the Agreement should contain a limitation of liability provision (Romano Direct, page 2, lines 8-10)  Cavalier's language would gut this provision by seeking a guarantee that Verizon provide perfect service to Cavalier. The Bureau rejected a similar request in the Virginia Arbitration Order (Romano Direct, page 5, lines 10-15)  In response to concerns articulated by Cavalier, Verizon has proposed to add three further exclusions to the limitation of liability provisions set forth in section 25.5 to clarify that liability for certain claims is not limited by the interconnection agreement. Specifically, Verizon is willing to exclude the following claims from the limitation of liability provisions defamation, misleading or inaccurate advertising, and violation of antitrust laws. (Romano Rebuttal, page 2, lines 3-8)

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
				The Performance Assurance Plan, created in New York and adopted in Virginia (and 12 other jurisdictions) provides Verizon with an incentive to perform its obligations under the interconnection agreement. The PAP has self-executing payments to CLECs that put hundreds of millions of dollars at risk annually if Verizon's wholesale performance falls below certain standards. The purpose of a PAP is to ensure that CLECs receive service at parity with Verizon's retail customers by penalizing. Verizon for failure to provide such service. (Agro Rebuttal, page 1,
				Both the Commission and the Virginia SCC have found that the Virginia PAP is effective in ensuring Verizon's non-discriminatory treatment of CLECs (Agro Rebuttal, page 3, lines 1-18, page 4, lines 1-19)
				Recent changes to the Virginia PAP made it more demanding by adding more measures of performance. In addition, the revised Virginia PAP allocates penalty payments made by Verizon between CLECs using unbundled loops and CLECs using UNE-platform. The Virginia PAP now allocates a higher percentage of

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
				penalty payments to CLECs using unbundled loops than the New York PAP does (Agro Rebuttal, page 4, lines 23-26, page 5, lines 1-4)
				Cavalier and all other CLECs in Virginia had an opportunity to be heard on this change, and Cavalier filed comments objecting to the Virginia PAP's new allocation, but the Virginia SCC disagreed with Cavalier (Agro Rebuttal, page 5, lines 4-8)
Issue C27: Should pricing be added for	Exhibit A(2)	Cavaher believes that it should be compensated for functions	Exhibit A(2)	Jurisdiction to determine the rates Cavalier proposes to charge to
charges from Cavalier	IV - UNE-Related Functions	that it performs that are	IV. All other Cavalier Services	Verizon lies with the Virginia
for Cavalier truck rolls,	Performed by Cavalier	comparable to functions that	Available to Verizon for	SCC, not the Bureau (Albert
Verizon missed/touled		Verizon performs at a charge to	Purposes of Effectuating Local	Panel Direct, page 28, lines 3-8)
appointments, and	WINBACKS	Cavalier Verizon agreed to	Exchange Competition	
similar items? (Exhibit A(2).)	Winbacks - Service Ordei	compensate Cavalier for parallel	Available at Cavalier's tariffed or	Cavalier's proposed charges are
A(2).)	Recurring Charges – N/A	winback functions, but then asserted that Cavalier performs	otherwise generally available rates.	unnecessary, duplicative of existing performance standards,
	Non Recurring Charges – \$10 81	no parallel functions Verizon	officiwise generally available rates.	and difficult to administer (Albert
		agreed to arbitrate the issue of		Panel Direct, page 28, lines 12-16,
	Winbacks - Installation	truck rolls (including dispatches		lines 21-22)
	Recurring Charges – N/A	of Cavalier technicians required		
	Non Recurring Charges – \$2 68	by loops delivered without dial tone), but then asserted that		Furthermore, Cavalier has not provided any cost studies to
	Total	jurisdiction is lacking to arbitrate		support its various rate proposals
	Recurring – N/A	the issue		(Albert Panel Direct, page 29,
	Non Recurring Charges - \$13 49			hnes 17-20)
	PREMISE VISIT – NEW			An interconnection agreement may
	LOOPS, HOT CUTS			include rates on which the parties
				have agreed or which the
	Premises visit – Service Order			Commission's Rules prescribe In
	Recurring Charges – N/A			all other cases, however, Cavalier

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	Non Recurring Charges - \$47.55			must seek authorization from the
				Virginia SCC for the rates if
	Total			proposes to charge Virginia
	Recurring Charges - N/A			Arbitration Order ¶ 589 (Albert
	Non Recutring Charges - \$47 55			Panel Direct, page 28, lines 6-8)
	PREMISE VISIT –			
	MAINTENANCE			The rates that Cavalier proposes
				are not "rates on which the parties
	Premise Visit – Service Oider			have agreed," nor are they
	Recurring Charges - N/A			prescribed by the Commission's
	Non Recurring Charges - \$47 55			rules (Albert Panel Rebuttal, page
				20, lines 21-22)
	Total			
	Recurring Charges – N/A			In addition to assuring satisfactory
	Non Recurring Charges - \$47 55			performance to CLECs in the
	İ			aggregate, the PAP was designed
	MISSED APPOINTMENTS			to assure satisfactory performance
				vis-a-vis particular carriers If
	Premises Visit - Service Order			Verizon does not meet a critical
	Recurring Charges – \$16 00 for			measure, such as PR-4-04, at the
	each quarter hour after the first half			industry aggregate level in a given
	hour's delay			month (that is, if Verizon musses
	Non Recurring Charges - \$50 00			too many total CLEC
				appointments in one month),
	V. Cavalier Collection Services			Verizon must make penalty
				payments to every CLEC that
	Intrastate collection –Under the			received substandard service If,
	same rates, terms, and conditions as			however, Verizon meets a critical
	applicable per Verizon – VA SCC			measure, such as PR-4-04, at the
	Tariff No 218, as amended from			industry aggregate level for two
	time to time			consecutive months, but
				nonetheless misses the measure in
	VI. Cavalier Operation Support	'		both months "vis-à-vis Cavalier,"
	Systems			Verizon must pay penalties to
				Cavalier Therefore, the carrier-
	Under the same rates, terms, and			specific remedies contained in the
	conditions specified in this Exhibit			Virginia PAP are sufficient to

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	A for analogous Verizon operation			address Cavalier's conceins, and
	support systems functions			there is no need for the additional
				layer of carrier-specific remedies
	VII. All Other Cavalier Services			Cavalier proposes (Agro Rebuttal,
	Available to Verizon for Purposes			page 7. lines 6-16)
	of Effectuating Local Exchange			
	Competition			The most recent PAP Report (June
	, compensation			2003) shows that Verizon has
	Available at rates comparable to			provided Cavalier customers with a
	Verizon charges or at Cavalier's			level of service that exceeds the
	tariffed rates or generally available			benchmark standard set by the
	rates			Virginia SCC This same report
	, accs			also shows that, for all critical
				measures, Verizon provides
				Cavalier customers with a level of
				service that is always as good as,
				and generally exceeds, the level of
				service that Verizon provides its
				own retail customers (Agro
				Rebuttal, page 7, lines 20-24)
				Rebuildi, page 7, times 20-24)
				In connection with Verizon's
				section 271 application in Virginia,
				the Virginia SCC staff reported
		'		that it had been able to replicate
				Verizon's performance results
				successfully since the Fall of 2001
				and that it continues to do so on an
				ongoing basis (Agro Rebuttal.
	1			
				page 8, lines 6-8)
				The first annual audit of Verizon's
				reporting accuracy under the
				Virginia PAP is taking place now,
				with the Liberty Group
	1			Consultants performing the audit
	i			(Agro Rebuttal, page 8, lines 11-

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
				Cavalier could avoid sending its technicians out in the first place if it participated in Verizon's Cooperative Testing program for digital (or xDSL-capable) loops, as most CLECs do Under this program, when Verizon completes a service installation, the technician calls the number provided by Cavalier on the order form submitted by Cavalier. The Verizon technician then works with Cavalier in real time to confirm that the service is working If it is not working, Verizon will work with Cavalier to resolve the problem. (Albert Panel Rebuttal, page 21, lines 25-26, page 22, lines 1-3)
				If Cavalier loses a customer served by a Cavalier switch, Cavalier needs only (1) to port the customer's telephone number to the other carrier – an action for which carriers do not charge each other, consistent with the Commission's rules (Number Portability Order ¶ 49); and (2) to update the E911 database.
				Cavalier loses a customer served by resale or through UNE-P, Cavalier does not even have to perform these limited functions Verizon does not charge for these activities when a Verizon customer switches to Cavalier There is no

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
				reason why Cavalier should charge for these activities when the process is reversed (Albert Panel Direct, page 30, lines 7-15)
				Verizon does not charge Cavalier for any of the functions that Mr Ferrio describes in that chart (Albert Panel Rebuttul, page 23, lines 12-13)
				When Cavalier wins a customer from Verizon and orders a loop from Verizon, Verizon charges a non-recurring and a recurring charge for the loop. The non-recurring charge is intended to cover Verizon's costs for provisioning the loop. For example, in some cases, a technician has to go out into the field to rearrange facilities in order to make a loop available to Cavalier's customer. In other cases, a central office technician will cross-connect the loop to Cavalier's collocation arrangement. Cavalier provides no such facility to Verizon when Verizon wins a customer from Cavalier therefore performs no
Issue C28: Should the	DESOLVED	DESCLUED	DESOLVED.	such functions (Albert Panel Rebuttal, page 23, lines 16-23)
parties' obligations regarding V/FX traffic be reciprocal? (§§ 1.51(7), 1.52(a), 4.2.7.15(c),	RESOLVED	RESOLVED	RESOLVED	RESOLVED

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
4.2.7.15(e), 5.6.6, 5.6.8, 5.7.4.9, 5.7.5.2.1,	03.7123.0.703.1		CONTRICTENTION	
5.7.5.2.4.1, 5.7.5.2.4.2)				<u> </u>
Issue V2: Should the	RESOLVED	RESOLVED	RESOLVED	RESOLVED
Agreement's provisions		1	, 	
on V/FX traffic be		1		
reciprocal? (§§ 1.51(7),		ļ		
1.52(a), 4.2.7.15(c), 5.6.8,				
5.7.5.2.1, 5.7.5.2.4.1,		, ,		
5.7.5.2.4.2, 5.7.69)				
Issue V25: What terms	RESOLVED	RESOLVED	RESOLVED	RESOLVED
and conditions should				
apply to "Intra Premises				
Wiring"? (§§ 1.34(a);				
11.2.14; 11.2.16)).				
Issue V34: Should	See Response to Issue C21.		See Response to Issue C21.	
Cavalier be required to				
provide monthly				
advanced payments of				
estimated charges, with				
appropriate true-up against actual billed				
charges, if Cavalier 18				
insolvent or fails to timely				
pay two or more bills				
from Verizon or a				
Verizon affiliate in any				
12-month period? (§				
20.6).				